



SO ORDERED.

SIGNED this 27th day of March, 2008.


LEIF M. CLARK
UNITED STATES BANKRUPTCY JUDGE

United States Bankruptcy Court
Western District of Texas
San Antonio Division

IN RE

KATHRYN A. PORRAS & DAVID PORRAS

DEBTORS

BANKR. CASE NO.

07-31488-C

CHAPTER 7

ORDER DENYING REAFFIRMATION AGREEMENT

CAME ON for consideration the foregoing matter. The debtors propose to re-affirm a home equity line of credit with Wells Fargo Bank, N.A. The agreement was timely made.

The court has previously ruled that home equity loans cannot be reaffirmed as a matter of law because as a matter of Texas law, such loans must be *in rem* loans only. There being no personal liability under such loans, there is nothing to be discharged, and so nothing to be excluded from the effect of discharge by reaffirmation. Approving such agreements may have an adverse impact on the debtors, because another court might construe such agreements as a waiver of the debtors' rights under the Texas Constitution (the court does not reach whether it is possible to waive those rights). *See In re Pfeil*, 2007 WL 2034295 (Bankr. W.D. Tex. July 10, 2007).

For the reasons stated, the reaffirmation agreement is not approved.

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